

**PLAINFIELD TOWNSHIP
NORTHAMPTON COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2025-16

**A RESOLUTION OF PLAINFIELD TOWNSHIP, NORTHAMPTON COUNTY,
PENNSYLVANIA, AUTHORIZING AND APPROVING PLAINFIELD TOWNSHIP'S
ADOPTION OF THE 2025 AMENDED AND RESTATED HOST COMMUNITY
AGREEMENT WITH GRAND CENTRAL SANITARY LANDFILL, INC.**

WHEREAS, Plainfield Township and Grand Central Sanitary Landfill, Inc. are entering into an Amended and Restated Host Community Agreement; and

WHEREAS, the Board of Supervisors of Plainfield Township find it is in the best interest of Plainfield Township to enter into the Amended and Restated Host Community Agreement with Grand Central Sanitary Landfill, Inc., a true and correct copy of which Agreement is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, IT IS HEREBY RESOLVED, and it is enacted and resolved, by the Board of Supervisors of Plainfield Township, as follows:

1. All "Whereas" clauses are incorporated in this Resolution as though the same were more fully set forth herein at length.

2. The Board of Supervisors of Plainfield Township are authorized to enter into the 2025 Amended and Restated Host Community Agreement with Grand Central Sanitary Landfill, Inc., a copy of said Agreement is attached hereto, incorporated herein and made a part hereof as Exhibit "A".

3. Conditions of Agreement. The conditions of the Agreement are specifically and fully set forth in the Agreement attached hereto and made a part hereof as Exhibit "A".

4. Duration of Agreement. The term of the Amended and Restated Host Community Agreement shall be as set forth in the Agreement attached hereto as Exhibit "A".

5. Authorization. Plainfield Township, a Second Class Township, organized under the laws of the Second Class Township Code, is empowered to enter into this Agreement with Grand Central Sanitary Landfill, Inc.

6. Severability. The provisions of this Resolution shall be severable, and if any provision hereof shall be declared unconstitutional, illegal or invalid, such decision shall not affect the validity of any of the remaining provisions of this Resolution. It is hereby declared as a legislative intent of the Township that this Resolution would have been amended as if such unconstitutional, illegal or invalid provision or provisions had not been included herein.

7. Repealer. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

RESOLVED AND ENACTED into an resolution at a regular meeting of the Board of Supervisors of the Township of Plainfield, Northampton County, Pennsylvania, this **27th day of August, 2025.**

ATTEST:

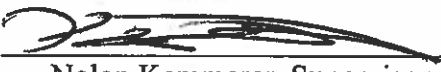

Paige Stefanelli, Manager

PLAINFIELD TOWNSHIP

By: 
Kenneth Field, Chairman

By: _____
Glenn Borger, Vice-Chairman

By: _____
Ken Fairchild, Supervisor

By: 
Nolan Kemmerer, Supervisor

By: 
Jonathan Itterly, Supervisor

AMENDED AND RESTATED HOST COMMUNITY AGREEMENT

THIS AMENDED AND RESTATED HOST COMMUNITY AGREEMENT (the "Agreement") is made and executed as of this day 3rd day of September, 2025 ("Effective Date") by and between PLAINFIELD TOWNSHIP, a Second-Class Township within Northampton County, Pennsylvania with its municipal office at 517 Getz Road, Nazareth, Pennsylvania 18064 (hereinafter "Plainfield Township" or "Township"), and GRAND CENTRAL SANITARY LANDFILL, INC. with a business address at 1963 Pen Argyl Road, Pen Argyl, Pennsylvania 18072 (hereinafter "GCSL") (Township and GCSL each a "Party" and collectively the "Parties").

WHEREAS, GCSL is the owner and operator of the Grand Central Sanitary Landfill (hereinafter "Facility"), a municipal solid waste landfill located at 1993 Pen Argyl Road, Pen Argyl, Northampton County, Pennsylvania; and

WHEREAS, the Facility is permitted to operate pursuant to Permit No. 100265 (the "Permit") issued by the Pennsylvania Department of Environmental Protection of the Commonwealth of Pennsylvania ("PaDEP") to GCSL, and as may be modified from time to time as the law allows; and

WHEREAS, the Facility is permitted by the PaDEP to accept, process, and dispose of municipal and residual waste and as such is a municipal waste landfill as defined in the Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101") (53 P.S. §§ 4001.101, et seq.) and the Pennsylvania Solid Waste Management Act ("Solid Waste Management Act"), 35 P.S. §§ 6018.101, et seq.; and

WHEREAS, Plainfield Township is a Host Municipality to the Facility as defined by Act 101; and

WHEREAS, Act 101 imposes upon the operator of each municipality waste landfill the payment of a Host Municipality benefit fee, including if such landfill applies for and receives a permit from PaDEP that will result in additional disposal capacity, and grants to Host Municipalities the authority to negotiate and enter into written agreements with the landfill operator with respect to the amount and form of the benefit payments (53 P.S. § 4000.1301); and

WHEREAS, Act 101 also grants unto municipalities the power to assure proper and adequate transportation, collection and storage of Municipal Waste generated within their boundaries, the responsibility to ensure that there is adequate capacity for the disposal of Municipal Waste generated within their boundaries (53 P.S. § 4000.304(a)), and grants Host Municipalities the authority to enter into agreements or enact ordinances which address aspects of the operation of the Facility (53 P.S. § 400.304(b)); and

WHEREAS, Plainfield Township and GCSL (and others) executed a Host Community Agreement on October 12, 1994 (the "1994 HCA"); and

WHEREAS, Plainfield Township enacted a Waste Disposal Business Privilege Tax Ordinance 165 on January 17, 1985, which imposed a tax on certain waste disposal operations; and

WHEREAS, GCSL challenged the validity of Ordinance 165 in suits which were initiated in Northampton County Court of Common Pleas, at Docket Nos. 1988-C-1533 and 1988-C-1510; and

WHEREAS, Plainfield Township and GCSL entered into a settlement on March 9, 1994, which ended certain litigation regarding the validity of Ordinance 165, and which settlement, amended stipulation dated March 12, 1994, and a related Stipulation of Counsel dated April 27, 1994, were adopted by the Northampton County Court of Common Pleas by Order dated April 28, 1994; and

WHEREAS, Plainfield Township created a trust on March 13, 1997 for the management of certain payments made by GCSL under various agreements, including the Host Community Agreement of October 12, 1994; and

WHEREAS, Grand Central Sanitation, Inc., a signatory to the Host Community Agreement dated October 12, 1994, has been dissolved, and the parties to this Agreement agree that any rights of Grand Central Sanitation, Inc. under the Host Community Agreement dated October 12, 1994, or any of the settlements or stipulations related to the litigation docketed at Northampton County Court of Common Pleas, at Docket Nos. 1988-C-1533 and 1988-C-1510 have been terminated or ended; and

WHEREAS, the Township and GCSL amended and replaced the 1994 HCA with an amended Host Community Agreement dated April 27, 2005 (the "2005 HCA"); and

WHEREAS, GCSL proposes to seek the necessary permits and approvals to design, construct, and operate an expansion of the Facility, including a new approximately 81-acre disposal area that is commonly referred to as the "Eastern Expansion" as that term is later defined herein, and thus Plainfield Township and GCSL now wish to amend and replace the 2005 HCA with this Host Community Agreement to incorporate the Eastern Expansion into the Agreement; and

WHEREAS, as a Host Municipality the Township shall have the right to participate in GCSL's permitting process before PaDEP for the Eastern Expansion, including the regulatorily required environmental assessment; and

WHEREAS, in addition to the Township's participation in GCSL's permitting process before PaDEP, GCSL and Plainfield Township officials have identified certain economic and environmental issues of common interest including with respect to the proposed Eastern Expansion, and desire to establish a cooperative relationship with each other to resolve

problems or disputes, mitigate the potential impact of certain issues, and provide certain benefits to the Township, all as described in this Agreement; and

WHEREAS, GCSL and Plainfield Township officials further acknowledge that effective communication and cooperation between them with regard to ongoing issues involving the Facility is of mutual benefit to both.

NOW THEREFORE, for and in consideration of the mutual terms, covenants, and conditions of this Agreement, as well as for other valuable consideration, the Parties hereto, intending to be legally bound under and by virtue of the laws of the Commonwealth of Pennsylvania, do covenant and agree:

1. Incorporation of Recital Clauses. All of the foregoing "Whereas" provisions are incorporated herein, as if fully set forth.

2. Definitions. Unless the context clearly indicates otherwise, the following terms used in this Agreement shall have the following meanings:

a. Demolition Waste. Solid waste resulting from the construction or demolition of buildings and other structures, including wood, plaster, metals, asphaltic substances, bricks, block, and unsegregated concrete.

b. Disposal. The deposition, injection, dumping, spilling, leaking, or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania. "Disposed" means the past act of Disposal.

c. Landfill or Facility. The solid waste disposal facility operated by GCSL and the holder of permit no. 100265, located in Plainfield Township, Northampton County, consisting of all acres permitted for the disposal of Municipal Wastes and certain Residual Wastes and all supporting systems, features and areas as of the Effective Date above, inclusive of the "Southern Expansion" previously approved by PaDEP. Upon receipt of all final and unappealable permits and approvals from the Township, PaDEP, and other relevant municipal or governmental authorities, the Eastern Expansion shall be part of and included within the Landfill Facility.

d. Municipal Waste. The term shall be as defined in Section 103 of the Pennsylvania Solid Waste Management Act. For the purposes of this Agreement, the term shall also include any cover material brought to Facility from an off-site location.

e. Person. Any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

f. Hazardous Waste. Hazardous Waste means a material or substance that is now or may in the future be defined as a hazardous waste, substance, or material by any federal,

state, or local law, regulation, or ordinance.

g. **Residual Waste.** Any garbage, refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations if it is not hazardous; and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

h. **Grand Central Sanitary Landfill, Inc.** The term shall include the corporation licensed to do business in Pennsylvania, and any heirs, successors or assigns.

i. **Slate Spring Farms Parcels.** Real property parcels totaling approximately 212 acres which are adjacent to the existing Landfill operations and for which GCSL proposes to seek all necessary governmental approvals that will allow GCSL to design, construct and operate the Eastern Expansion to the Landfill.

j. **Eastern Expansion.** The term refers to the general area within the Slate Spring Farms Parcels described in an application for expansion of the Facility that GCSL proposes to file with PaDEP including a new approximately 81-acre waste disposal area and supporting systems and features.

3. **Conventions.** In this agreement the following language conventions shall apply:

- a. The singular includes the plural, and the plural shall include the singular;
- b. Words which specify any gender include the other gender;
- c. References to statutes include all statutory provisions consolidating, amending or replacing the statute referred to;
- d. References to writing including printing, typing, lithography and other means of reproducing words in a visible form;
- e. References to agreements and other contractual instruments shall include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- f. References to persons include their heirs, successors, and assigns; and
- g. The term "including" shall meaning "including without limitation".

4. **Reservation of Disposal Capacity.** Notwithstanding any Municipal Waste Management Plan of Northampton County now or hereafter adopted under Act 101, GCSL covenants with Plainfield Township that during the term of its existence and/or until reaching final disposal capacity while permitted to accept Municipal Waste by PaDEP, or its successor, that it shall reserve for Plainfield Township adequate capacity for the disposal of Municipal Waste and Demolition Waste generated within the boundaries of Plainfield Township.

5. Residential Curbside Collection. Commencing on July 1, 2026, GCSL's affiliate Grand Central Hauling will provide at no charge to the Township or its residents the following services (collectively the "Residential Curbside Collection"):

- a. The weekly curbside collection of residential Municipal Waste from one (1) 96-gallon wheeled trash toter per household, and
- b. Every-other-week curbside collection of residential recycling from one (1) 96-gallon wheeled recycling toter per household, and
- c. the curbside collection of one (1) approved bulk item per household per week.

Wheeled toters will be delivered to Township residents within one-hundred twenty (120) days of the commencement of services and shall remain the property of Grand Central Hauling while in use by the Township's residents. At the termination or expiration of the Residential Curbside Collection services, Grand Central Hauling shall collect and remove the toters from the Township.

Notwithstanding any other termination dates described in this Agreement, the Residential Curbside Collection will terminate and end automatically at the earlier to occur of: (i) exhaustion of the current Landfill disposal capacity if for any reason the Eastern Expansion is not approved and permitted; (ii) exhaustion of the disposal capacity for the proposed Eastern Expansion if approved and permitted by PaDEP; or (iii) reduction of the Landfill's average daily disposal volume measured on an annual basis below 1,200 tons per day during the period in which the Landfill is winding down its activities as it is preparing for permanent closure. On an annual basis GCSL shall provide the Township a written estimate of the Landfill's remaining disposal capacity and estimated remaining active site life to allow the Township sufficient time to plan for the solicitation and award of a separate collection contract to commence at the termination of GCSL's Residential Curbside Collection work.

Upon the exhaustion of the proposed Eastern Expansion disposal capacity, if GCSL or a corporate affiliate proposes to site a solid waste transfer station within the Township and such transfer station receives all necessary permits and approvals, GCSL agrees that with respect to the Township's residential waste, the Township and/or its designated curbside collection contractor shall be charged only a reasonable waste transfer and transportation fee and all state-mandated fees for use of the transfer station, but will not be charged the cost for disposal of the residential waste if disposed within a WM-owned or operated disposal facility.

6. Authority. Plainfield Township shall enact by resolution with the binding effect of an ordinance constituting a legislative act of the governing body of Plainfield Township, authorizing the Supervisors to enter into and execute this Host Community Agreement by which Plainfield Township agrees that GCSL, its successors and assigns may accept for

processing and disposition permitted Municipal Wastes, Residual Wastes, and Demolition Wastes regardless of origin, at its Facility in Plainfield Township during the term of its existence and while permitted to accept such wastes by PaDEP. Notwithstanding the foregoing, Plainfield Township is free to oppose the acceptance of any wastes, substances, or materials, or subject to the Dispute Resolution provision hereafter to take any legal action available to it, including civil, equitable or criminal actions, which it deems suitable and appropriate against GCSL, with regard to the operation and maintenance of the Facility.

7. Term. The term of this Agreement shall be for the remaining life of the Facility, as the life may be extended by approved expansions of its disposal capacity. For the purpose of this Agreement, the life of the Facility shall be deemed to be for as long as the Facility is open for commercial operations and is accepting wastes for disposal; notwithstanding the foregoing, nothing in this Agreement shall prohibit GCSL from determining in its sole discretion when to cease commercial operations of the Facility and close the Facility permanently. During the year following each five year anniversary of this Agreement, any Party hereto may give the other Party written notification that such Party desires to negotiate an amendment to this Agreement: provided, however, that if state or federal legislation is enacted and becomes effective which increases the minimum host benefit fee to be paid to a host municipality, the fee to be paid hereunder (see paragraph 8.a., below), to the extent such fee is lower than any newly enacted mandated host benefit fee, automatically shall be increased and shall become the minimum host benefit fee paid hereunder on the effective date of such legislation. To the extent legislation is enacted and becomes effective, which grants the host municipality greater rights than are now in existence or are proposed on the date of this Agreement, then the Township may give GCSL at least sixty (60) days advance written notice of the Township's intention to commence negotiations for an amendment to this Agreement. GCSL and the Township agree that each will negotiate promptly and in good faith upon the receipt of any such notice. If the Parties hereto are not able successfully to negotiate an amendment to this Agreement, the Agreement will continue in full force and effect. This Agreement may be extended or modified in writing by mutual consent of the Township and GCSL.

8. Fees. It is the specific intent of this Agreement that GCSL may accept for processing and disposition permitted Municipal Wastes, Residual Wastes, and Demolition Wastes originating from outside the Commonwealth of Pennsylvania, on the same basis as GCSL would be authorized to accept for processing and disposition such permitted Municipal Waste, Residual Waste and Demolition Waste Originating from within the Commonwealth of Pennsylvania in recognition that Plainfield Township will receive revenues from the disposition of such wastes under the Plainfield Township Business Privilege Tax Ordinance No. 165, as well as the Host Municipality Benefit Fee under Act 101. The payments set forth in the following schedule will be in lieu of any taxes, fees and assessments which may be imposed by the Township (except for real estate taxes as currently assessed or to be assessed) by virtue of ownership operation of the Facility:

- a. Existing Act 101 Host Municipality Fees: \$2.65 per ton
- b. Township Business Privilege Tax: \$0.45 per ton
- c. Additional Act 101 Host Municipality Fees upon the Effective Date of this amended Agreement: \$1.50 per ton
- d. Additional Act 101 Host Municipality Fees effective upon the date PaDEP issues to GCSL a favorable Environmental Assessment letter after completing its evaluation pursuant to 25 Pa. Code § 271.127: \$1.00 per ton
- e. Additional Act 101 Host Municipality Fees effective upon the date GCSL first disposes of solid waste within the Eastern Expansion after GCSL's receipt of all final and unappealable PaDEP approvals necessary to develop the Eastern Expansion: \$0.40 per ton
- f. Additional Host Municipality Fee Escalation. If the Eastern Expansion receives final and unappealable PaDEP approvals necessary to develop the Eastern Expansion, then commencing on the fifth anniversary of the increase described in subsection e. above and occurring every fifth anniversary thereafter, the total fees paid to the Township as described in subsections a. to e. above shall be increased by seven percent (7%). By way of example, at the fifth anniversary, the first 7% adjustment would increase the total fees paid to the Township to \$6.42 per ton; at the tenth anniversary the total fees paid to the Township would increase to \$6.87 per ton; at the fifteenth anniversary the total fees paid to the Township would increase to \$7.35 per ton, etc.
- g. Limited Annual Guaranty. Commencing in calendar year 2025 and continuing until the first to occur of: (i) the day on which the Facility exhausts its disposal capacity and begins permanent closure activities, or (ii) the day GCSL first disposes of solid waste within the Eastern Expansion, after which such limited annual guaranty shall expire and be of no further effect, GCSL shall guarantee no less than \$2,200,000 in total per-ton fee payments to the Township during each full calendar year. If at the end of each full calendar year during the limited guaranty period the total per-ton fees paid to the Township based on actual tonnage received for disposal at the Facility would equal less than \$2.2 million for such full calendar year, GCSL shall remit an additional payment to the Township equal to the delta between the total actual per-ton payments made for the calendar year and \$2.2 million. This Limited Annual Guaranty shall be prorated for any partial final year of the limited guaranty period.

Notwithstanding anything to the contrary in this Agreement, GCSL shall not pay any per-ton fees, including but not limited to the Township Business Privilege Tax, on waste tonnage collected and accepted from the Township free of charge or on waste tonnage that is approved by PaDEP for use by the Landfill as alternative daily coverage or for construction purposes. The fees agreed upon herein shall be based on waste tonnages reported by GCSL to PaDEP and the reported tonnages shall be subject to modification should PaDEP modify the reported tonnages for any reason, and if and when any and all appeals or challenges regarding such modifications have been finally determined. The fees hereunder shall be paid to the Township by GCSL on a monthly basis, with such payment to be made in arrears by the 30th day of the following month. The fees shall commence on the effective date of this Agreement unless otherwise specified. The Township may direct GCSL to make such payment directly to an account at a financial institution on behalf of the Township, as designated in writing by the Township. Notwithstanding anything to the contrary, and not intending to limit any rights provided to the Township by SWMA or Act 101, the records of the Facility relating to waste intake rates shall be subject to audit or review by the Township, and the waste intake records maintained by the Facility shall be made available to the Township or its designated agents at any time upon request during regular business hours.

9. Other Benefits to the Township

a. GCSL and the Township shall in good faith work to identify a 3- to 5-acre parcel of GCSL property that GCSL will convey to the Township at no charge and upon which the Township can develop a new joint municipal police department headquarters building with Wind Gap and Pen Argyl Boroughs, and/or any other municipal purposes deemed appropriate by the Township. Once GCSL and the Township identify a mutually acceptable parcel, GCSL shall be solely responsible for any necessary subdivision work so that the parcel can be deeded to the Township in fee simple.

b. Upon GCSL's receipt all final and unappealable permits and approvals by PaDEP necessary for GCSL to construct and operate the Eastern Expansion, GCSL shall:

(1) Preserve with the Wildlands Conservancy ("WC") the Grand Central Woods, an approximately 95-acre high priority potential open space area identified in the 2004 Regional Comprehensive Plan, the Plainfield Township Open Space Plan, the 2020 Plainfield Township Official Map, and identified on the Site Plan entitled 'Host Community Agreement' prepared by Earthres dated 08/11/2025 that is attached hereto as Exhibit A (the "Site Plan").

(2) Preserve through the WC, a similar non-profit conservancy group, and/or through the Township directly, the approximately 80-acre parcel(s) immediately contiguous to the proposed Landfill disposal footprint as identified on the Site Plan taking into consideration the contiguous Landfill operations and any necessary setback, buffer, or other operational restrictions of the Landfill permits. Additionally, upon the final and permanent closure of the Landfill, all GCSL's right, title and interest to this parcel will be transferred to the Township at no charge at the Township's request.

(3) GCSL shall provide a one-time donation to the Township of \$250,000 to be placed in an escrow account for use at the Township's discretion for improvements to the Township Community Building or other municipal uses.

10. Compliance. During all Landfill operations, including within the proposed Eastern Expansion, GCSL and WMPa agree to comply with all applicable rules and regulations of PaDEP, and with all conditions of the conditional use approval granted by the Township to GCSL on August 11, 2004, which states:

- GCSL shall comply with any and all federal, state, and local requirements, including but not limited to applicable zoning requirements, applicable to the operation of the Landfill;
- GCSL must obtain all necessary permits and approvals from PaDEP with respect to the expansion of the Landfill;
- GCSL shall perform a health risk assessment update in 2008 and at least once in every succeeding five (5) years thereafter, using methods similar to those methods employed in the Human Health Risk Assessment for the Grand Central Sanitary Landfill dated September 30, 2003, to the satisfaction of the Township. The health risk assessment update shall address, but shall not be limited to, any changes in circumstances or conditions present at the time the Human Health Risk Assessment for the Grand Central Sanitary Landfill dated September 30, 2003 was prepared; and
- GCSL shall establish and thereafter utilize a complaint documentation and resolution procedure to the satisfaction of the Township.

In addition, GCSL agrees to comply with all conditions of any necessary Highway Occupancy Permit ("HOP") or other approvals required from the Pennsylvania Department of Transportation ("PennDOT") for any public road crossings related to the Eastern Expansion, and to be solely responsible for the cost of any necessary electrical connections and electrical usage for signaling required at such crossings. A violation of any applicable rules, regulations, orders or permits of PaDEP, PennDOT, and/or with all conditions of the conditional use approval granted by the Township to GCSL on August 11, 2004, in addition to any other applicable rights and remedies afforded to PaDEP, PennDOT and the Township, shall constitute a material breach of this Agreement. GCSL agrees that the Facility shall not accept any regulated quantity of (a) Hazardous Waste, (b) chemotherapeutic or infectious waste (which has not been rendered harmless or adequately processed by treatment such as autoclaving, or the like) as defined by state or federal law, or (c) any material or substances that by reason of its composition, characteristics or quality is ineligible for, or barred from, or not permitted for Disposal at the Facility by any applicable federal, state or local law or ordinance, or (d) any other materials or substances that any governmental entity shall determine to be harmful, toxic, dangerous, or otherwise ineligible for Disposal at the Facility, (e) any materials, substances or wastes that the Facility is precluded from accepting for Disposal pursuant to any permit or governmental plan, or (e) any other material or substance that any of the Parties hereto conclude would require

special handling or present an endangerment to the Facility, the public health, welfare or safety, or to the environment.

11. Complaints. GCSL shall create procedures acceptable to the Township to receive and respond to, in a fair, timely and prompt fashion, any complaints from the Township or any other person relating to the operation of the Landfill. Complaints shall be accepted in writing, by facsimile and by e-mail.

12. Access. GCSL shall permit the Township's certified host municipality inspector to have access to the Facility including the scale house and active disposal areas to inspect the operations of the Facility at any time in accordance with the rights granted to certified host municipality inspectors established by section 1102 of Act 101. Upon no less than 60 minutes' notice to GCSL, and during regular business hours, the Township and its authorized representatives shall be permitted access to the records of GCSL pertaining to maps, drawings, books, records, and the like for the purposes of verifying compliance with the conditions of this Agreement. Failure to permit access when requested and pursuant to the terms of this paragraph shall constitute a material breach of this Agreement. The Township's designated representative is required to sign in upon arrival and to notify site management before performing an inspection at the Facility and is required to follow all reasonable site-specific safety policies and procedures.

13. Additional Issues of Common Interest. GCSL and the Township agree to the following additional requirements of Landfill operation:

- a. GCSL agrees that it shall not seek or permit a third-party to pursue development of any separate plant at the Landfill Facility whose purpose is to receive and dry sewage sludge biosolids, whether through the use of waste heat from the Green Knights landfill gas to energy plant or otherwise, to create fertilizer, other soil amendment products, or green fuel.
- b. GCSL's application to PaDEP for approval of the Eastern Expansion shall not seek to increase the Facility's currently permitted daily volume of 3,000 tons per day or average daily volume of 2,750 tons per day.
- c. GCSL's Permit 100265 allows the acceptance of solid waste for disposal from Monday through Saturday between the hours of 6:00am and 6:00pm, but GCSL's standard hours of disposal operation are between 6:00am and 4:00pm Monday to Friday, and 7:00am to 9:00am on Saturdays, with the exception that disposal operations may proceed later than 4:00pm on Mondays to Fridays or after 9:00am on Saturdays due to exigent circumstances (e.g., following significant storm events or for some post-holiday collections). GCSL's application to PaDEP for approval of the Eastern Expansion shall not seek an increase or other change to the currently permitted hours of operation, or standard hours of operation as described here.
- d. GCSL agrees that it shall at all times maintain a nuisance minimization control plan to prevent or mitigate potential nuisances that may arise from Landfill activities.

- e. GCSL agrees that no active disposal cell shall be located within five hundred feet (500') of an occupied dwelling unless a statutorily permitted waiver is granted by the property owner.
- f. GCSL agrees that existing trees along Pen Argyl Road bordering the proposed Eastern Expansion and other forested areas that do not require clearing as part of the proposed Eastern Expansion project will be left undisturbed to the extent practical and feasible to provide visual buffering.
- g. GCSL agrees that elevated berms that form part of the Eastern Expansion design shall be maintained at all times.
- h. GCSL agrees that the Landfill will continue to operate a wheel wash system for truck traffic departing from the site as weather allows, and GCSL will continue to provide street sweeping of roads in the vicinity of the Landfill ingress and egress routes.
- i. GCSL will maintain and provide the Township and its first responder units with emergency response plans for matters relating to the Landfill and its systems including a written Preparedness, Prevention and Contingency Plan ("PPCP"), a Spill Prevention, Control and Countermeasure Plan ("SPCCP") and an annual Tier II report regarding on-site chemical inventories.
- j. GCSL will include with its Eastern Expansion application materials to be filed with PaDEP a traffic study assessing the vehicular traffic associated with the continued operation of the Landfill.
- k. GCSL agrees to coordinate with the Township and be responsible for necessary road crossing improvements at Bocce Club Road should GCSL operations necessitate improvements in that area.

14. Dispute Resolution. In the event any default occurs, or any claim, controversy or dispute arises between the Township and GCSL relating to this Agreement, the Township and GCSL agree to attempt to resolve the dispute in good faith. If the Township and GCSL are unable to resolve the dispute, then either Party may proceed to protect and enforce their respective rights under this Agreement under the laws of the Commonwealth of Pennsylvania by such suits, actions or special proceedings in the Northampton County Court of Common Pleas, whose jurisdiction shall be deemed exclusive, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted for the enforcement of any proper legal or equitable remedy. Each Party acknowledges and agrees that the recovery of monetary damages may not be a sufficient or adequate remedy in the event of a dispute. Any decision of the court shall be appealable in the manner and as provided by the provisions of Commonwealth law. The costs of arbitration shall be borne equally by the Parties.

15. Default. Each of the following shall constitute a default by GCSL hereunder: (a) an act of bankruptcy on the part of GCSL (b) dissolution of GCSL, or (c) the failure of GCSL to comply with any material term, condition, obligation, representation, of covenant contained in this Agreement, if such breach or failure is not cured within 10 days following notice.

16. Notice. In the event notice is required by any provisions of this Agreement, notice shall be provided in writing and delivered by recognized overnight carrier service, or sent by

certified mail, postage prepaid, with return receipt requested, to the following:

For Plainfield Township:

Plainfield Township – Board of Supervisors
517 Getz Road
Nazareth, PA 18064

David Backenstoe, Esq.
Law Offices of David Backenstoe
148 Main Street
Hellertown, PA 18055

For Grand Central Sanitary Landfill, Inc.:

Grand Central Sanitary Landfill, Inc.
1963 Pen Argyl Road
Pen Argyl, PA 18072

Waste Management Legal Dept.
100 Brandywine Boulevard
Suite 300
Newtown, PA 18940
Attn: General Counsel Eastern US

Any Party may change the address set forth in this paragraph by providing written notice to all other Parties or representatives, as listed above.

17. Survival. Should any provision of this Agreement be adjudged invalid by a competent court or tribunal, such provision shall be deemed modified to the extent necessary to make it enforceable and all other provisions of this Agreement shall survive.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns, and any transfer of assets or ownership shall be subject to the terms of this Agreement.

19. Exercise of Rights; Cumulative Remedies. Unless otherwise stated herein, no remedy or election under this Agreement shall be deemed to be exclusive, but rather shall be deemed to be cumulative with all other available remedies at law or in equity.

20. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise any right resulting from any breach of this Agreement shall impair the right or be construed to be a waiver thereof, but the right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the Party granting the waiver. If any covenant or agreement contained in this Agreement is breached by either Party, and thereafter waived by the other Party, that waiver will be limited to the particular breach so waived and will not be deemed to constitute a waiver of any other breach under this Agreement. Except as provided herein, neither Party shall be deemed to have waived any right or claim available pursuant to law.

21. Immunity. Nothing contained herein is intended to waive any immunity afforded to the Township or its representatives under the provisions of Commonwealth law.

22. Modification. This Agreement may be modified only upon the written consent of the Parties. This Agreement may be assigned upon the prior consent of all of the Parties, which consent shall not be unreasonably withheld.

23. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties, and no prior drafts or communications of the Parties shall be relevant or admissible for the purposes of determining the meaning or extent of any provisions contained herein in any proceeding. No modification of this Agreement shall be effective unless made in writing and signed by the Parties.

24. Invalidity. In the event that any provisions of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired thereby. Further, in the event that any provisions of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the Parties agree to negotiate in good faith to modify this agreement or take any other appropriate action necessary to implement and give effect to the provisions of this Agreement. All other provisions of this Agreement shall remain in full force and effect, and the invalidity of one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

25. Indemnity. GCSL hereby agrees to indemnify, defend, and hold harmless the Township, its Board of Supervisor members, officers, employees, agents, and attorneys from any and all liability, loss, or damage (including reasonable attorney's fees and other costs and expenses incident to any claim, suit, action, or proceeding) which the Township may suffer as a result of claims, demands, costs, or judgments against it arising from the operation and maintenance of the Facility or the post-closure operation of the Facility or arising out of or caused by any action or inaction, negligent or intentional act of GCSL or of their respective officers, agents, employees and attorneys.

26. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute a single instrument.

28. Cooperation. The Parties agree to cooperate with each other in good faith and each shall perform such acts, execute, and deliver such instruments and documents, and do all other things as may be reasonably necessary to accomplish the purposes contemplated in this Agreement.

29. Joint & Several Liability. GCSL and Waste Management of Pennsylvania, Inc. shall be jointly and severally responsible for the obligations set forth in this Agreement.

30. Partnership: Agency. It is understood and agreed that nothing in this Agreement is intended to or should construed to establish a relationship of partnership or agency or joint venture between the Township on one hand, and GCSL on the other hand.

31. Captions: Headings. The section headings and captions contained in this Agreement are included for the convenience of the Parties and shall not be considered a part of the Agreement or affect the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections or parts of this Agreement.

32. Act 101. The Parties agree that this Agreement has been negotiated in accordance with and in full satisfaction of Act 101 and any related legal authority governing the relationship between the owners and operators of a solid waste disposal facility and its host municipality.

33. Supersession. The provisions of the Host Community Agreement dated April 27, 2005, are hereby amended and superseded by this Agreement. Any other provisions of any other agreement which are inconsistent with the provisions of this Agreement are hereby superseded. Should approval of any court be required to modify any prior agreement of the Parties, the Parties agree to cooperate and take all reasonable steps necessary to obtain an approval.

34. Non-Parties. The Parties agree that this Agreement does not and is not intended to create rights of any kind in any person or entity not a party to the Agreement.

35. Representations. The Parties respectively represent and warrant that:

a. GCSL is a corporation duly organized and existing and in good standing under the laws of Pennsylvania and is authorized to do business in the Commonwealth of Pennsylvania.

b. Each Party has full power, authority and legal right to enter into and perform this Agreement, and execution, delivery and performance hereof and thereof by each of them (i) will not violate any judgment, order, law, ordinance or regulation and any provision of GCSL's articles of incorporation or bylaws, and (ii) do not conflict with, constitute a default under, or result in creation of any lien, charge, encumbrance or security interest upon any assets, under an agreement or instrument to which GCSL or the Township is a party or by which any of them or any of their assets may be bound or affected.

c. The Agreement has been duly authorized, executed and delivered by each Party, and this Agreement constitutes legal, valid and binding obligations of the Parties, enforceable in accordance with its terms, except as such enforcement of such obligations may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies, whether enforceability is sought in a proceeding at law or in equity.

d. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority pending or to the knowledge of the Parties, threatened against or affecting the Parties wherein a ruling, decision or finding would materially adversely affect the performance by the Parties of their obligations hereunder or in connection with the transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of Agreement.

e. The Parties agree that the persons executing this Agreement have been authorized to execute the Agreement on behalf of the respective Parties and have full authority to bind the respective Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, with the intent of being legally bound hereby, the Parties hereto have caused this Amended and Restated Host Community Agreement to be duly executed on the date first set forth above:

ATTEST:

Amy Kahle
Secretary

**BOARD OF SUPERVISORS
PLAINFIELD TOWNSHIP**

Ken F... 9-15-25
(Signature)

[Signature] 9-12-25
(Signature)

[Signature] 9-12-25
(Signature)

(Signature)

(Signature)

ATTEST:

[Signature]
(Signature)
Jeffrey Viola
(Print Name)
ASSISTANT SECRETARY

**GRAND CENTRAL SANITARY LANDFILL,
INC.**

Joseph Krupovich
(Signature)

Joseph Krupovich
(Print Name)

Vice President & Assistant Secretary
(Title)

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF BUCKS : SS

On this, the 3rd day of September, 2025, before me, the undersigned officer, personally appeared, JOSEPH KRUPOVICH, who acknowledged her/himself to be the Vice President of Grand Central Sanitary Landfill, Inc., a corporation, and that being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as its Vice President.

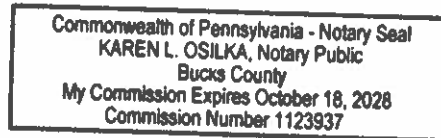
IN WITNESS WHEREOF, I hereto set my hand and official seal.

Karen L. Osilka

(Signature)

Notary Public

[Seal]



CONFIDENTIAL - SECURITY INFORMATION
EXCLUDED FROM AUTOMATIC DOWNGRADING AND DECLASSIFICATION
BUC-2 Group
BY: COMUSMACV, 15 Dec 68, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF NORTHAMPTON :

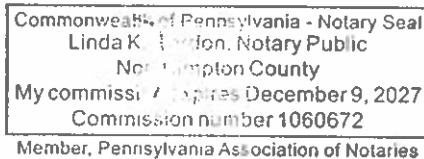
On this, the 15TH day of SEPTEMBER 2025, before me, the undersigned officer, personally appeared, KENNETH FIELD, who acknowledged himself to be the Chairman of the Plainfield Township Board of Supervisors, and that being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Linda K. Gordon
(Signature)

Notary Public

[Seal]



COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF NORTHAMPTON :

On this, the _____ day of _____, 2025, before me, the undersigned officer, personally appeared, GLENN BORGER, who acknowledged himself to be the Vice Chairman of the Plainfield Township Board of Supervisors, and that being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

(Signature)

Notary Public

[Seal]

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF NORTHAMPTON :

On this, the _____ day of _____, 2025, before me, the undersigned officer, personally appeared, KEN FAIRCHILD, who acknowledged himself to be Supervisor on the Plainfield Township Board of Supervisors, and that being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

(Signature)

Notary Public

[Seal]

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF NORTHAMPTON :

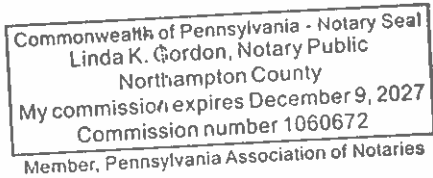
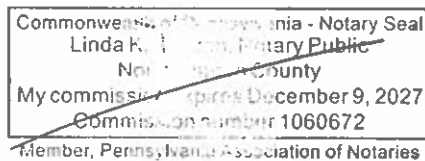
On this, the 12 day of SEPTEMBER, 2025, before me, the undersigned officer, personally appeared, NOLAN KEMMERER, who acknowledged himself to be Supervisor on the Plainfield Township Board of Supervisors, and that being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Linda K. Gordon
(Signature)

Notary Public

[Seal]



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF NORTHAMPTON :

On this, the 17TH day of SEPTEMBER, 2025, before me, the undersigned officer, personally appeared, JONATHAN ITTERLY, who acknowledged himself to be Supervisor on the Plainfield Township Board of Supervisors, and that being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



(Signature)

Notary Public

Joseph C Corpora
JOSEPH C CORPORA

[Seal]

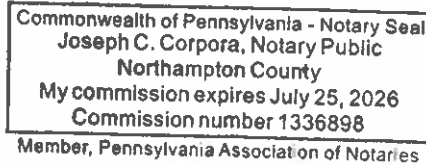


EXHIBIT "A"

Site Plan

